

Project Agreement

Los Angeles County Regional Park and Open Space District Grant Specified Project Grant Program

(From Los Angeles County Proposition A, Safe Neighborhood Parks, Gang Prevention, Tree-Planting, Senior and Youth Recreation, Beaches and Wildlife Protection ("the Proposition"), which voters approved on November 3, 1992)

Grant No. 58L1-94-0034

The Applicant listed below ("Applicant") and the Los Angeles County Regional Park and Open Space District ("the District") do hereby enter into this Project Agreement ("this Agreement"), and under the terms and conditions of this Agreement, Applicant agrees to complete the project as described in the Description of Project and the District, acting through the Director of the County of Los Angeles Department of Parks and Recreation and pursuant to the Proposition, agrees to fund the project up to the total grant amount indicated.

Applicant: City of Whittier

Project Name: Whittier Hills Park

Grant Amount: Nine million three hundred thousand dollars (\$9,300,000)

Awarded pursuant to Section(s) 8.b.2.QQ of the Proposition.

Description of Project:

Acquisition of approximately 4,000 acres contiguous to the Hellman Park and Murphy Ranch Park. Acreage includes land designated Significant Ecological Areas by Los Angeles County and will preserve portions of the last remaining chaparral, native oak woodlands and coastal sage scrub ecosystems within eastern Los Angeles County.

Project Performance Period: FROM November 3, 1992 TO December 31, 1995

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Special Provisions

- A. As the Project also involves the anticipated use of State grant monies, provided under a proposed 1994 State Bond Initiative, in the case that the requirements pursuant to the use of those funds conflict with the requirements set forth in this Agreement and the documents incorporated therein, Applicant shall perform the Project in such a manner as to comply with the stricter of the two standards.
- B. Applicant agrees to perform all aspects of the Project in accordance with the terms of this Agreement, and the documents incorporated herein, even if the monies granted under this Agreement are not used to fund a specific aspect of the Project.
- C. As the Project includes acquisition of wildlife habitat, the Applicant is exempted from the provisions contained in Section J, Paragraph 3 to the extent that complying with that section would interfere with the protection of the wildlife habitat.
- D. In addition to the items listed in Attachment C, the Applicant agrees to submit one complete copy of the escrow instructions to the District for prior review and approval prior to the Applicant requesting the District pay any monies into escrow.

General Provisions

A. Definitions

- 1. The term "Applicant" as used herein means the party described as Applicant on Page 1 of this Agreement.
- 2. The term "Application" as used herein means the individual application, and its required attachments, for the grant identified on Page 1 of this Agreement.
- 3. The term "Board of Supervisors" means the County of Los Angeles Board of Supervisors, acting in its capacity as the governing body of the District.
- 4. The term "District" as used herein means the Los Angeles County Regional Park and Open Space District. Unless otherwise specified, the Director of the County of Los Angeles Department of Parks and Recreation shall administer this contract on behalf of the District.
- 5. The term "Procedural Guide" as used herein means the Procedural Guide(s), and any subsequent amendments or changes thereto, issued by the District for grants awarded pursuant to the section(s) of the Proposition as described on Page 1 of this Agreement.
- 6. The term "Project" as used herein means the Project that is described on Page 1 of this Agreement.
- 7. The term "Proposition" as used herein means Los Angeles County Proposition A, Safe Neighborhood Parks, Gang Prevention, Tree-Planting, Senior and Youth

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Recreation, Beaches and Wildlife Protection, which voters approved on
November 3, 1992.

B. Project Execution

1. Subject to the availability of grant monies from the Proposition, the District hereby grants to the Applicant a sum of money (grant monies) not to exceed the amount stated on Page 1 in consideration of, and on the condition that the sum be expended in carrying out, the purposes set forth in the Description of Project on Page 1 and under the terms and conditions set forth in this Agreement, the Proposition (see Attachment A) and the attached Application (see Attachment B).

Applicant agrees to furnish any additional funds that may be necessary to complete the Project. Applicant agrees to budget and appropriate annually, in each fiscal year until completion of the Project, an amount equal to the total estimated cost of the Project less the grant amount stated on Page 1 of this Agreement.

2. The term of this Agreement is from the date of execution by both parties through June 30, 2015.
3. Applicant agrees to complete the Project in accordance with the time of Project performance as set forth on Page 1, and under the terms and conditions of this Agreement and the Procedural Guide. The time of Project performance may be extended upon mutual agreement, in writing, of the Applicant and District.
4. Applicant shall comply as lead agency with the California Environmental Quality Act, Public Resources Code, Section 21000, et. seq. Prior to submitting requests for reimbursement of actual construction or acquisition costs, Applicant agrees to file with the District a copy of the Environmental Impact Report or Negative Declaration along with a response from the State Clearinghouse, if required; and a copy of the Notice of Determination filed with, and stamped by, the County Clerk, or a copy of the Notice of Exemption filed with, and stamped by, the County Clerk if the Project is categorically exempt.
5. Applicant agrees that, prior to incurring actual development and/or acquisition costs, it will submit all requested development and/or acquisition documents to the District for prior review and approval (see Attachment C).
6. Applicant shall use monies allocated in this Agreement, to the maximum extent practical, to employ youth from the community in which the Project is being carried out. Applicant is encouraged, and has authority to use said monies, to provide funding through agreements with community conservation corps, the California Conservation Corps and other community organizations, particularly when youth can be employed to work on restoration or rehabilitation projects being carried on in their own communities. Such agreements shall be entered into solely for the accomplishment of the Project described on Page 1 of this Agreement.

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Therefore, prior to requesting reimbursement for actual construction, development or acquisition costs, Applicant must submit a report to the District describing its efforts to employ youth in the community. The report shall contain, at a minimum, the number and approximate age of youth to be employed at each stage of the Project, a description of the work the youth will perform, the process by which the youth shall be employed, the amount the youth will be paid and, the name of any organizations or agencies that will supply youth to be employed on the Project, as well as a description of Applicant's efforts to employ youth in every stage of the Project (see Attachment D).

Applicant must comply fully with all State and Federal laws regarding the employment of youth on the Project. Youth is defined as persons between the ages of 14 and 21, inclusive.

Notwithstanding the above, the District reserves the right to establish goals for the employment of youth if, in the District's opinion, it is necessary to do so in order to accomplish the purposes of the Proposition.

7. Applicant agrees to file with the District copies of any contracts or agreements executed for work on the Project. Applicant further agrees that it will make a good faith effort to recruit and promote minority-owned and women-owned businesses to participate in the process for the award of any contracts or agreements executed for work on the Project.

Therefore, when filing with the District a copy of any contract or agreement for work on the Project, said copy will be accompanied, at a minimum, by a description of the process used for identifying minority and women contractors or vendors; a list of firms from which the Applicant solicited or received offers; and comparative statistics regarding the minority and women participation and percentage of minority and women ownership of each contractor and subcontractor working on the Project (see Attachment E). In addition, said copy will be accompanied by a statement affirming that, on final analysis and consideration of award, contractor or vendor was selected without regard to race, color, creed or gender, unless City, State or Federal laws and/or regulations or court decisions require otherwise, in which case the Applicant will state the applicable reason. Applicant further agrees to retain on file, and to make available to the District on request, statistical information regarding the minority and women participation and percentage of minority and women ownership in each firm participating in the bidding process.

8. Applicant agrees to secure completion of the development work in accordance with the approved development plans and specifications or force account schedule.
9. Applicant agrees to permit the District to make periodic site visits to determine if development work is in accordance with the approved plans and specifications, or force account schedule, including a final inspection upon Project completion.

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10. Any modification or alteration in the Project, as set forth in the Application on file with the District, must be submitted, in writing, to the District for prior approval. No modification shall be effective until and unless the modification is executed by both Applicant and the District.
11. If the Project includes acquisition of real property, Applicant agrees to comply with Chapter 16 (commencing with Section 7260) of Division 7 of Title 1 of the Government Code and any applicable federal, state, or local laws or ordinances. Documentation of such compliance will be made available for review upon the District's request.
12. If the Project includes acquisition of real property, Applicant agrees to furnish the District preliminary title reports respecting such real property or such other evidence of title that the District determines to be sufficient. Applicant agrees in negotiated purchases to correct, prior to or at the close of escrow, any defects of title that in the opinion of the District might interfere with the operation of the Project. In condemnation actions, such title defects must be eliminated by the final judgment.

C. Project Costs

The grant money provided under this program may be disbursed as follows:

1. If the Project includes acquisition of real property, the District may disburse to Applicant the grant monies as follows, but not to exceed, in any event, the District grant amount set forth on Page 1 of this Agreement:
 - a. When acquisition is by negotiated purchase, the District may disburse the amount of the District-approved purchase price together with District-approved costs of acquisition. The District-approved purchase price shall not exceed the value contained in a valid appraisal report, unless the District agrees, in advance, to the higher price.
 - b. When acquisition is allowed pursuant to the Proposition through eminent domain proceedings, the District may disburse the amount of the total award, as provided for in the final order of condemnation, together with District-approved costs of acquisition. Applicant shall bear all costs and make all advances associated with obtaining an order of immediate possession in an eminent domain proceeding.
 - c. In the event Applicant abandons such eminent domain proceedings, Applicant agrees that it shall bear all costs in connection therewith and that no grant monies shall be disbursed for such costs.
2. If the Project includes development, after the completion of the Project or any phase or unit thereof, the District will disburse funds to Applicant only after the District has reviewed and approved all requested development documents and has received from Applicant a statement of incurred costs. The District may disburse funds in the

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amount of District-approved incurred costs shown on such statement, but not to exceed the District grant amount set forth on Page 1 of this Agreement, or any remaining portion of the grant amount.

The statements to be submitted by Applicant shall set forth in detail the incurred costs of work performed on development of the Project and whether performance was by construction contract or by force account. Statements shall not be submitted more frequently than once a month, unless the District requests otherwise.

The District must approve modifications of the development plans and specifications and/or force account schedule prior to any deviation from the District-approved plans and specifications, and/or force account schedule, unless previously authorized by the District.

3. The District may retain up to ten (10) percent of the grant amount pending project completion and verification that the Applicant has satisfied all terms and conditions of this Agreement. Within three (3) months of Project completion, Applicant must submit final project documents (see Attachment C). The District will not make final payment, including but not limited to the ten percent retention, until it has received all closing documents from the Applicant and has made a final Project inspection. At the District's discretion, the District also may perform an audit of Applicant's Project expenditures before final payment is made. Nothing in this section precludes the District from performing an audit of Project expenditures at a later date in accordance with Section I of this Agreement.

D. Project Administration

1. Applicant agrees to promptly submit any reports that the District may request. In any event, Applicant shall provide to the District a report showing total final Project expenditures.
2. Applicant agrees that property and facilities acquired or developed pursuant to this Agreement shall be available for inspection upon the District's request.
3. Applicant agrees to use any monies disbursed by the District under the terms of this Agreement solely for the Project herein described.
4. Applicant agrees that any gross income earned from non-recreational uses of a Project shall be used for recreation development, additional acquisition, operation or maintenance at the Project site, unless the District approves otherwise in writing.

Applicant also agrees that any gross income that accrues to a grant-assisted development Project during and/or as part of the construction, from sources other than the intended recreational uses, also shall be used for further development of that particular Project.

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5. Applicant agrees to submit for prior District review and approval any and all existing or proposed operating agreements, leases, concession agreements, management contracts or similar arrangements with non-governmental entities, and any existing or proposed amendments or modifications thereto, as they relate to the project or the project site for a period of twenty (20) years from the date of this Agreement. Applicant further agrees not to enter into any contract, agreement, lease or similar arrangement, or to agree to any amendment or modification to an existing contract, agreement, lease or similar arrangement, that, in the District's opinion, violates federal regulations restricting the use of funds from tax-exempt bonds.
6. Applicant agrees that, upon entering into any contract for the construction, maintenance, operation or similar activity related to the Project, Applicant will require said contractor to carry adequate insurance required by the District and naming the District as an additional insured. In addition, said insurance must require that Applicant and the District be given thirty (30) days advance written notice of any modification or cancellation of said insurance. Applicant agrees to submit proof of such insurance to the District for its prior approval.
7. Applicant and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by Applicant, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Applicant or any County lobbyist or County lobbying firm to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the District may terminate or suspend this Agreement.
8. Applicant and District will conform to the requirements of Government Code Section 6250, et seq. in making all documents relating to this Agreement, the grant obtained and all other related matters available for public review during regular business hours. In the case that the Project involves acquisition of property, however, both the District and Applicant may withhold from public review any and all documents exempted under Section 6254, subsection (h), prior to completion of said acquisition.

In the event that the District is required to defend an action on a Public Records Act request for any of the contents of an Applicant's submission under the terms and conditions of the Agreement, Applicant agrees to defend and indemnify the District from all costs and expenses, including attorneys' fees, in any action or liability arising under the Public Records Act.
9. In order to maintain the exclusion from gross income for federal income tax purposes of the interest on any bonds, notes or other evidences of indebtedness issued for the purpose of providing the grant monies made available in this Agreement, Applicant covenants to comply with each applicable requirement of Section 103 and Sections 141 through 150, inclusive, of the Internal Revenue Code of 1986, as amended. In furtherance of the foregoing covenant, Applicant hereby agrees that it will not,

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without the prior written consent of the District, (a) permit the use of any portion of the Project by any private person or entity, other than on such terms as may apply to the public generally; or (b) enter into any contract for the management or operation of the Project or any portion thereof, except with a governmental agency or a nonprofit corporation that is exempt from federal income taxation pursuant to Section 501(c)(3) of the Internal Revenue Code.

10. If Applicant sells or otherwise disposes of property acquired or developed with grant monies provided under this Agreement, Applicant shall reimburse the District in an amount equal to the greater of 1) the amount of grant monies provided under this Agreement; 2) the fair market value of the real property; or 3) the proceeds from the portion of the property acquired, developed, improved, rehabilitated or restored with grant monies.

If the property sold or otherwise disposed of is less than the entire interest in the property originally acquired, developed, improved, rehabilitated or restored with the grant monies, then Applicant shall reimburse the District an amount equal to the greater of: 1) an amount equal to the proceeds; or 2) the fair market value.

E. Project Termination

1. Applicant may unilaterally rescind this Agreement at any time prior to the commencement of the Project. After Project commencement, this Agreement may be rescinded, modified or amended by mutual agreement in writing.
2. Failure by the Applicant to comply with the terms of this Agreement, or any other agreement established pursuant to the Proposition, may be cause for suspension of all obligations of the District hereunder.
3. Failure of the Applicant to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of the District hereunder if, in the judgment of the District, such failure was beyond the reasonable control of the Applicant. In such case, any amount required to settle, at minimum cost, any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
4. The Applicant's full compliance with the terms of this Agreement will have significant benefits to the District, and to the property and quality of life therein, through the preservation and protection of beach, wildlife, park, recreation and natural lands of the District, provision of safer recreation areas for all residents, prevention of gangs, development and improvement of recreation facilities for senior citizens, the planting of trees, construction of trails, and/or restoration of rivers and streams. Because such benefits exceed, to an immeasurable and un-ascertainable extent, the amount of grant monies that the District furnishes under the provisions of this Agreement, the Applicant agrees that payment by the Applicant to the District of an amount equal to the amount of the grant monies disbursed under this Agreement by

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the District would be inadequate compensation to the District for any breach by the Applicant of this Agreement. The Applicant further agrees, therefore, that the appropriate remedy in the event of a breach by the Applicant of this Agreement shall be the specific performance of this Agreement, unless otherwise agreed to by the District. Nothing in this Section shall limit in any way the District's legal or equitable remedies under this Agreement.

5. Applicant and the District agree that, if the Project includes development, final payment may not be made until the Project conforms substantially with this Agreement and is a usable public facility.

F. Payment of Funds

1. Applicant may request reimbursement from the District for eligible expenses, which the Applicant has properly incurred and paid, no more frequently than every thirty (30) days. Applicant shall submit reimbursement requests on District-provided Payment Request Forms, including the applicable attachments.

All Payment Request Forms should be sent to:

The Regional Park and Open Space District
c/o The Department of Parks and Recreation
433 South Vermont Avenue, Fourth Floor
Los Angeles, California 90020

2. Applicant should submit its payment request prior to the fifteenth day of the month to receive reimbursement within four to six weeks. The District may hold Payment Request Forms received after the fifteenth of the month until the next month, which may result in reimbursements being delayed.
3. The District may withhold a portion of the amount of reimbursement if, in the opinion of the District, an expenditure is not eligible under the terms and conditions of this Agreement, the Proposition, the Application or the Procedural Guide. In such cases the District shall notify the Applicant of the amount of expenditures declared ineligible and the reason(s) for the ineligibility. Applicant, within thirty (30) days of notification, may dispute the District's decision, in writing, to the District and provide records and/or documentation to support its claim. The District shall review the information and/or documentation provided and will notify Applicant of its final determination. If Applicant fails to dispute the findings, in writing, within the thirty day period, then the Applicant shall have waived its right to dispute the findings.

G. Hold Harmless and Indemnification

1. Applicant shall indemnify, defend and hold the District harmless from and against any and all liability to any third party for or from loss, damage or injury to persons or property in any manner arising out of, or incident to, the performance of this

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Agreement or the planning, arranging, implementing, sponsoring or conducting of the Project or any other operation, maintenance or activity by the Applicant.

2. The District shall have no liability for any debts, liabilities, deficits or cost overruns of the Applicant.
3. Applicant and District agree that the liability of the District hereunder shall be limited to the payment of the grant monies pursuant to the terms and conditions of this Agreement and the Procedural Guide. Any contracts entered into, or other obligations or liabilities incurred by, the Applicant in connection with the Project or otherwise relating to this Agreement shall be the sole responsibility of the Applicant, and the District shall have no obligation or liability whatsoever thereunder or with respect thereto.

H Independent Grantee

This Agreement is by and between the Los Angeles County Regional Park and Open Space District and Applicant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association between the District and Applicant.

I. Financial Records

1. Applicant agrees to maintain satisfactory financial accounts, documents and records for the Project and to make them available to the District for auditing at reasonable times. Applicant also agrees to retain such financial accounts, documents and records for five (5) years following Project termination or completion.

Applicant and the District agree that during regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Agreement or matters related thereto. Applicant agrees to maintain, and make available for District inspection, accurate records of all its costs, disbursements and receipts with respect to its activities under this Agreement.

2. Applicant agrees to use an accounting system that complies with generally accepted accounting principles.
3. At any time during the term of this Agreement or at any time within five years after the expiration or prior termination of this Agreement, authorized representatives of the District may conduct an audit of Applicant for the purpose of verifying appropriateness and validity of expenditures that Applicant has submitted to the District for reimbursement under the terms of this Agreement. If said audit reveals expenditures that cannot be verified or that were paid in violation of the terms of this Agreement, the Proposition or the Procedural Guide, the District may, at its discretion, reduce the grant amount by an amount equal to these expenditures.

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Applicant, within thirty (30) days of notification that an audit has resulted in the exception of expenditures, may dispute the audit findings in writing to the District and provide the District with records and/or documentation to support the expenditure claims. The District shall review this documentation and make a final determination as to the validity of the expenditures.

If Applicant has received all grant monies prior to the audit, or if remaining grant monies are insufficient, and if said audit reveals expenditures that cannot be verified or that were paid in violation of the terms of this Agreement, the Proposition or the Procedural Guide, Applicant shall pay the District an amount equal to these expenditures within sixty (60) days after receiving written notification of the expenditures disallowed and the reason for the disallowance.

Notwithstanding Government Code Section 907, in the event that Applicant fails to repay the District in full for the amount of excepted expenditures, the District may offset an amount equal to the excepted expenditures from any monies that may be due to Applicant under the terms and conditions of the Proposition. Through the execution of this Agreement, Applicant waives its rights under Government Code Section 907.

J. Use of Facilities

1. Applicant agrees to use the property acquired or developed with grant monies under this Agreement only for the purpose for which it requested District grant monies and will not permit any other use of the area, except as allowed by specific act of the Board of Supervisors as governing body of the District and under the terms and conditions of the Proposition.
2. Applicant agrees to maintain and operate in perpetuity the property acquired, developed, rehabilitated or restored with grant monies, subject to the provisions of the Proposition. With the District's approval, the Applicant, or its successors in interest in the property, may transfer the responsibility to maintain and operate the property in accordance with the Proposition.
3. Applicant agrees to provide for reasonable public access to lands acquired in fee with grant monies, including the provision of parking and public restrooms, except as noted in the Special Conditions of this Agreement.

K. Nondiscrimination

1. The Applicant shall not discriminate against any person on the basis of race, color, sex, sexual orientation, age, religious belief, national origin, marital status, physical or mental handicap, medical condition, or place of residence in the use of any property or facility acquired or developed pursuant to this Agreement.
2. All facilities shall be open to members of the public generally, except as noted under the special provisions of the Project Agreement.

L. Incorporation by Reference

In the case of conflict, the District shall resolve the conflict with the precedence of documents as follows: the Proposition, this Agreement and the Procedural Guide (earlier named documents taking precedence over later named documents).

If any provision of this Agreement, or the application thereof, is held invalid, that invalidity shall not affect other provisions or applications of the Agreement that can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

IN WITNESS WHEREOF, Applicant and District have caused this Agreement to be executed by their duly authorized

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**Los Angeles County Regional Park & Open Space District
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representatives as of the latter day, month and year written below.

APPLICANT:

By: 

Signature of Authorized Representative

Title: Mayor

Date: 11/5/94

**LOS ANGELES COUNTY REGIONAL
PARK & OPEN SPACE DISTRICT:**

By: 

Director, Parks and Recreation

Date: 11/5/93

Approved as to Form:

DEWITT W. CLINTON
County Counsel

By: 

Principal Deputy

Grant No. 58L1-94-0034

Attachment A

Los Angeles County Proposition A
Safe Neighborhood Parks, Gang Prevention, Tree-Planting, Senior and Youth Recreation,
Beaches and Wildlife Protection

Approved by Los Angeles County voters on November 3, 1992

This Document is Two Sided

**ORDER OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF LOS ANGELES INITIATING
PROCEEDINGS FOR FORMATION OF THE LOS ANGELES
COUNTY REGIONAL PARK AND OPEN SPACE
DISTRICT, FORMING AN ASSESSMENT DISTRICT,
AND CALLING, PROVIDING FOR AND GIVING NOTICE
OF A SPECIAL ELECTION TO BE HELD IN THE COUNTY
ON NOVEMBER 3, 1992 AND CONSOLIDATING THE SPECIAL
ELECTION WITH THE GENERAL ELECTION TO BE HELD ON
NOVEMBER 3, 1992.**

As amended March 17, 1992

**ORDER OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF LOS ANGELES INITIATING
PROCEEDINGS FOR FORMATION OF THE LOS ANGELES
COUNTY REGIONAL PARK AND OPEN SPACE
DISTRICT, FORMING AN ASSESSMENT DISTRICT,
AND CALLING, PROVIDING FOR AND GIVING NOTICE
OF A SPECIAL ELECTION TO BE HELD IN THE COUNTY
ON NOVEMBER 3, 1992 AND CONSOLIDATING THE SPECIAL
ELECTION WITH THE GENERAL ELECTION TO BE HELD ON
NOVEMBER 3, 1992.**

WHEREAS, it is necessary and desirable to benefit property and improve the quality of life in the County of Los Angeles (the "County") through the improvement of neighborhood and regional parks, the acquisition, development, rehabilitation, protection and restoration of beach, wildlife, park and natural lands within the County, tree-planting, gang prevention and intervention, and improvement of recreation facilities for youth and senior citizens; and

WHEREAS, creating the Los Angeles County Regional Park and Open Space District (the "District") will help meet the park, recreation, beach and open space needs throughout the County; and

WHEREAS, Section 5506.9 of the California Public Resources Code authorizes the formation of a Regional Park and Open Space District in the County of Los Angeles to be initiated by resolution of this Board of Supervisors of the County (the "Board of Supervisors"); and

WHEREAS, the Board of Supervisors on January 28, 1992 adopted a Resolution of Intention to Commence Proceedings for the Formation of a Regional Park and Open Space District and an Assessment District pursuant to Provisions of Division 5 of the California Public Resources Code and the Landscaping and Lighting Act of 1972 (Division 15, Part 2, Streets and Highways Code, State of California) (the "Resolution of Intention"); and

WHEREAS, the Resolution of Intention fixed March 3, 1992 at 9:30 a.m. in the Chambers of the Board of Supervisors of the County of Los Angeles, Room 381, Hall of Administration, 500 West Temple Street, Los Angeles, California as the time and place for hearing the question of the formation of the District and the assessment district, the list of capital outlay projects and the levy of the proposed assessments; and

WHEREAS, on March 3, 1992, after the giving of appropriate notice as required by law, a public hearing was held and testimony received; and

WHEREAS, it is necessary to submit to the qualified voters of the County the questions of whether the District shall be created and established and whether assessments shall be levied for the purposes of the District, at a special election to be held November 3, 1992, and to consolidate such election with the General Election to be held on that date;

NOW, THEREFORE, IT IS HEREBY ORDERED by the Board of Supervisors of the County of Los Angeles as follows:

Section 1. This order is adopted pursuant to Division 5 of the Public Resources Code, and the Board of Supervisors hereby adopts and approves the final assessment engineers' report filed with the Executive Officer - Clerk of the Board of Supervisors.

Section 2. A special election shall be held and the same is hereby called and ordered to be held in the County on the 3rd day of November, 1992, for the purpose of submitting to the voters of the County the questions of (a) creating and establishing the Los Angeles County Regional Park and Open Space District, (b) levying assessments to fund the purposes of the District, and (c) enacting the order hereinafter set forth.

Section 3. The Proposition for forming the District and levying said assessments shall appear upon the ballot substantially as follows:

LOS ANGELES COUNTY PROPOSITION _____ SAFE NEIGHBORHOOD PARKS, GANG PREVENTION, TREE-PLANTING, SENIOR AND YOUTH RECREATION, BEACHES AND WILDLIFE PROTECTION.

For the purpose of improving the safety of recreation areas for children and senior citizens, preventing gangs by increasing the safety of neighborhood parks, planting trees and acquiring, restoring and preserving beach, park, wildlife, and open space resources, shall the Los Angeles County Regional Park and Open Space District be established and shall assessments be levied to fund the purposes of the District and to benefit property throughout the District, in accordance with the order of the Board of Supervisors?

The Board of Supervisors does hereby submit to the qualified voters of the County, at said special County election, this proposition and this order. The Chairman and Executive officer - Clerk of the Board of Supervisors are hereby authorized and directed to publish notice of said special election in accordance with Section 2554 of the California Elections Code. Analysis and review of this proposition and order shall be carried out pursuant to Section 3781 of the California Elections Code.

Section 4. It is the intent of this order and proposition to provide funds to benefit property and improve the quality of life in the District by preserving and protecting the beach, wildlife, park, recreation and natural lands of the District, providing safer recreation areas for all residents, preventing gangs, developing and improving recreation facilities for senior citizens, planting trees, building trails and restoring rivers and streams.

Section 5. The proposed District shall be known as the Los Angeles County Regional Park and Open Space District, and shall have boundaries coterminous with those of the County.

Section 6. The Board of Supervisors finds and declares that:

(a) The increase in, restoration of and enhanced safety of park, open space and recreation lands and facilities will help maintain sound economic conditions and a high standard of livability in the District by increasing property values, economic activity, employment opportunities and tourism throughout the District.

(b) Clean and safe parks will increase public safety, help to reduce crime, increase the attractiveness of the District as a place in which to live and locate businesses, and enhance the overall quality of life in the District.

(c) The development, acquisition, improvement, restoration and maintenance of the public parks, open space, beaches, trails and other public recreational facilities within the proposed District confer a direct and specific benefit to all parcels within the District, including without limitation increased attractiveness, improved environmental quality, enhanced recreational opportunities and increased economic activity, each of which will result in maintained or enhanced property values within the District.

(d) The protection of beach, wildlife, park, recreation and natural lands are vital to the quality of life in the District, providing important recreational opportunities to all residents of the District, especially children and senior citizens, and helping to protect air and water quality.

(e) It is critical that we restore and improve neighborhood and regional parks throughout the District, to improve the overall quality of our communities, provide safe places for children to play and alternatives to gangs and gang activities, increase recreation opportunities for senior citizens and provide pleasant places that all District residents can enjoy for relief from traffic and urban congestion.

(f) The District's beaches are among its' most important natural and economic resources, attracting millions of visitors every year. The District's mountains, foothills, and canyons are a vital part of the regions' natural heritage and are home to hundreds of species of native Californian animals and plants.

(g) It is a priority to enhance employment and particularly employment of youth to help prevent gangs in the District by using funds from this act to employ youth to work on restoration or rehabilitation projects being carried out in their communities.

Section 7. As used in this order, the following terms have the following meanings:

"Board of Supervisors" means the Board of Supervisors of the County of Los Angeles.

"Chief Administrative Officer" means the Chief Administrative Officer of the County.

"Community Conservation Corps" means the corps defined in Section 14507.5 of the California Public Resources Code and agencies under contract with the California Conservation Corps pursuant to Section 14406 of the California Public Resources Code.

"County" means the County of Los Angeles.

"Department of Beaches and Harbors" means the Department of Beaches and Harbors of the County.

"Department of Parks and Recreation" means the Department of Parks and Recreation of the County.

"Department of Public Works" means the Department of Public Works of the County.

"Director of Parks and Recreation" means the Director of the Department of Parks and Recreation.

"District" means the Los Angeles County Regional Park and Open Space District.

"Engineer's Report" means the final assessment engineer's report prepared by BSI Consultants, Inc. and Willdan Associates and adopted pursuant to this order.

"Landscaping and Lighting Act of 1972" means Part 2 (commencing with Section 22500) of Division 15 of the California Streets and Highways Code.

"National Park Service" means the National Park Service of the United States of America.

"Natural lands" means an area of relatively undeveloped land which (a) has substantially retained its characteristics as provided by nature or has been substantially restored, or which can be feasibly restored to a near-natural condition, and which derives outstanding value from its wildlife, scenic, open space, parkland or recreational characteristics, or any combination thereof, or (b) meets the definition of open space land in Section 65560 of the California Government Code.

"Nonprofit Organization" means any charitable organization described in Section 501(c)(3) of the federal Internal Revenue Code of 1986, as amended, which has among its purposes the provision of park and recreation services, gang prevention and intervention, tree-planting, or the conservation and preservation of wetlands or of lands predominantly in their natural, scenic, historical, forested or open-space condition.

"Park" means a tract of land with scenic, natural, open-space, or recreational values, set apart to conserve natural, scenic, cultural, historical or ecological resources for present and future generations, and to be used by the public as a place for rest, recreation, education, exercise, inspiration or enjoyment.

"Parks Fund" means the Los Angeles County Regional Park and Open Space District Park Fund created and established in Section 21 (c) of this order.

"Public Agency" means any governmental agency established pursuant to the laws of the State of California that is authorized to acquire, develop, improve and restore real property for beach, wildlife, park, recreation, open space or gang prevention and intervention purposes.

"Significant Ecological Area" means a significant ecological area identified in the Significant Ecological Area Report prepared in 1976 for the Department of Regional Planning of the County.

"State Lands Commission" means the Lands Commission of the State of California.

"State Park System" means the system of parks owned or operated by the State of California.

Section 8. The following funds shall be awarded for the purposes set forth below, in amounts not to exceed the following:

(a) Two hundred three million one hundred fifty thousand dollars (\$203,150,000) to the County for the acquisition, development, improvement, restoration or rehabilitation of real property for regional beaches, recreational facilities, parks and park safety, gang prevention, senior citizen recreation facilities, wildlife habitat, natural lands or improvement of Santa Monica Bay, in accordance with the following schedule:

1. Five million dollars (\$5,000,000) to the Department of Parks and Recreation for the acquisition, development, improvement, restoration or rehabilitation of park property owned or operated by the County in accordance with the Conservation and Open Space Element of the County General Plan.

2. One hundred twenty seven million one hundred fifty thousand dollars (\$127,150,000) to the Department of Parks and Recreation for the acquisition, development, improvement, restoration or rehabilitation of real property for parks, recreation, wildlife habitat or natural lands in accordance with the following schedule:

- A. One million five hundred thousand dollars (\$1,500,000) for general rehabilitation of park facilities at Bonelli Regional Park.
- B. Four million five hundred thousand dollars (\$4,500,000) for development of recreation facilities at Brea Heights Park.
- C. Three million dollars (\$3,000,000) for acquisition and construction of the Calabasas Recreational Center.
- D. One million five hundred thousand dollars (\$1,500,000) for general rehabilitation of Castaic Park.
- E. Five hundred thousand dollars (\$500,000) for expansion of and development at the Catalina Island Interpretive Center.
- F. Two million five hundred thousand dollars (\$2,500,000) for the rehabilitation of park and recreation facilities at Cerritos Park.
- G. One million dollars (\$1,000,000) for rehabilitation at Debs Park.
- H. Four hundred thousand dollars (\$400,000) for rehabilitation of park facilities at Dexter Park.
- I. Five hundred thousand dollars (\$500,000) for acquisition and development at Eagle Rock.
- J. One million two hundred thousand dollars (\$1,200,000) to construct East Compton Swimming Pool at Rancho Dominguez County Park.
- K. Four million dollars (\$4,000,000) for park improvements at the following East Los Angeles Parks: Atlantic Avenue, Belvedere, City Terrace, Obregon, Roosevelt, Salazar, and/or Saybrook.
- L. One million five hundred thousand dollars (\$1,500,000) for acquisition in Eaton Canyon.
- M. Four million dollars (\$4,000,000) for development of passive park facilities at Friendship Park, including a nature center, interpretive trails and tree-planting.
- N. Five million dollars (\$5,000,000) for outdoor park development and improvements at Hancock Park.
- O. One million four hundred sixty thousand dollars (\$1,460,000) for improvements to county parks to meet the Americans with Disabilities Act.
- P. Five hundred thousand dollars (\$500,000) for rehabilitation of park facilities at Hart Park.
- Q. Five million dollars (\$5,000,000) to renovate and develop for recreational purposes the Highland-Camrose Bungalows.
- R. Twenty five million five hundred thousand dollars (\$25,500,000) for the development, improvement, restoration and rehabilitation of the Hollywood Bowl in accordance with the approved Hollywood Bowl Master Plan to be implemented by the Hollywood Bowl Foundation.

- S. Twelve million dollars (\$12,000,000) for acquisition, development and expansion at the Kenneth Hahn State Recreation Area.
 - T. Two million five hundred thousand dollars (\$2,500,000) for rehabilitation of recreation areas and facilities at La Mirada Park.
 - U. One million dollars (\$1,000,000) for improvements at the Magic Johnson Recreation Area.
 - V. Three hundred thousand dollars (\$300,000) for renovation and improvements at Malibu Bluffs Park.
 - W. Four million six hundred three thousand five hundred dollars (\$4,603,500) to acquire and develop the North County Athletic Complex in the Castaic area.
 - X. Two million four hundred twenty-six thousand five hundred dollars (\$2,426,500) for improvements to the following North County Parks: Del Valle, Hasley Canyon, Haskell, Loma Alta, North River, Province, Stevenson Ranch, Two Strike Park, and/or Westridge.
 - Y. Seven hundred fifty thousand dollars (\$750,000) for acquisition of North County Significant Ecological Areas as identified by the County's Significant Ecological Area Report.
 - Z. Three hundred thousand dollars (\$300,000) for acquisition and development of North County Trails from Santa Clarita to the Palmdale/Lancaster area.
 - AA. Three million five hundred thousand dollars (\$3,500,000) to develop and restore recreation facilities at Pan Pacific Park.
 - BB. One million dollars (\$1,000,000) for expansion of Placerita Canyon Park.
 - CC. Four hundred thousand dollars (\$400,000) for improvements to facilities at Plum Canyon.
 - DD. Five million dollars (\$5,000,000) for acquisition and development of trails and restoration and protection of natural resources along the Los Angeles River and its' tributaries, including the Rio Hondo, in the area bounded by Glendale Boulevard on the north and the southern boundary of the City of South Gate on the south, in accordance with the provisions in paragraph (2) of subdivision (d) of Section 11.
 - EE. Six hundred thousand dollars (\$600,000) for rehabilitation of park facilities in San Dimas Park.
 - FF. Three million four hundred thirty thousand dollars (\$3,430,000) to upgrade and improve the following San Gabriel Valley Parks: Thomas S. Burton, Countywood, Gunn Ave., Gloria Heer, Carolyn Rosas Park, Trailview, Los Robles, Manzanita, Pepperbrook, and/or Steimson.
 - GG. Two million five hundred thousand dollars (\$2,500,000) for the acquisition of open space land in canyons in the Santa Clarita Valley.
 - HH. Four million dollars (\$4,000,000) for expansion of and improvement to recreation areas at Santa Fe Dam Park.
 - II. Two million five hundred thousand dollars (\$2,500,000) for the development and improvement of sports fields and athletic facilities at Schabarum Regional Park.
 - JJ. Three million four hundred thousand dollars (\$3,400,000) for improvements to county senior citizen recreation facilities in the following parks: Hart, Basset, Arcadia, Obregon, Salazar, and/or Sorenson.
 - KK. One million dollars (\$1,000,000) for expansion of Towsley Canyon Park.
 - LL. Five million six hundred thirty thousand dollars (\$5,630,000) to rehabilitate and develop facilities in the following Urban County Parks: Alondra, Bethune, Bodger, Cantanella, Carver, Del Aire, Enterprise, Keller, Ladera, Lennox, Mona, Monteith, Owens, Rogers, and/or Victoria.
 - MM. Seven hundred fifty thousand dollars (\$750,000) for rehabilitation of park facilities at Val Verde Park.
 - NN. Two hundred fifty thousand dollars (\$250,000) for public access improvements at Walnut Creek Park.
 - OO. Five million seven hundred fifty thousand dollars (\$5,750,000) for development, improvement and rehabilitation of Whittier Narrows Regional Park in accordance with the Whittier Narrows Regional Park Plan.
3. Twenty five million dollars (\$25,000,000) to the Department of Parks and Recreation for competitive grants to Public Agencies and Nonprofit Organizations in accordance with the following schedule:
- A. Five million dollars (\$5,000,000) for competitive grants for the acquisition and development of land and rights-of-way for walking, hiking, horse, bicycle, and handicapped access trails.

B. Five million dollars (\$5,000,000) for competitive grants, in consultation with the Department of Community and Senior Citizens Services, for the development and improvement of senior centers and recreation facilities throughout the District.

C. Five million dollars (\$5,000,000) for competitive grants for the planting of trees in urban areas.

D. Five million dollars (\$5,000,000) for competitive grants for the restoration, rehabilitation or acquisition of natural lands and the development of recreational resources along the Santa Clara, San Gabriel and Los Angeles Rivers or their tributaries.

E. Five million dollars (\$5,000,000) for competitive grants, in consultation with the Probation Department, for graffiti prevention and restoration of exterior and interior facades at park, recreation and other public facilities. Grants to Nonprofit Organizations shall only be awarded to those organizations with demonstrated experience in graffiti removal and prevention and in employing at-risk youth wherever possible to perform the graffiti prevention and removal and facade restoration work.

4. Twelve million dollars (\$12,000,000) to the Department of Parks and Recreation for competitive grants to Public Agencies and Nonprofit Organizations for construction and development of at-risk youth recreation and service facilities throughout the District, with priority given to the South Los Angeles, East Los Angeles, San Fernando Valley and San Gabriel Valley areas.

5. Thirty million dollars (\$30,000,000) to the Department of Beaches and Harbors for the acquisition, development, or improvement of facilities to enhance and improve public access, and rehabilitation or restoration of existing facilities, at county-owned or operated beaches.

6. Four million dollars (\$4,000,000) to the County for capital outlay projects to restore and improve the Santa Monica Bay by measurably reducing the toxicity of and/or pollutant load in urban runoff to the Bay, and in accordance with the criteria in Section 14.

(b) Two hundred seventy-nine million eight hundred fifty thousand dollars (\$279,850,000) to the Department of Parks and Recreation for grants to public agencies for the acquisition, development, improvement, rehabilitation or restoration of real property for parks and park safety, senior recreation facilities, beaches, recreation, wildlife habitat or natural lands in accordance with the following schedule:

1. Seventy five million dollars (\$75,000,000) for grants to all incorporated cities within the District on a per parcel basis, including funds on a per parcel basis for the unincorporated area of the County.

2. Two hundred four million eighty hundred fifty thousand dollars (\$204,850,000) for direct grants to cities in accordance with the following schedule:

A. One million four hundred ten thousand dollars (\$1,410,000) to the City of Agoura Hills for the construction of the Agoura Hills Community Center.

B. One million one hundred thousand dollars (\$1,100,000) to the City of Alhambra for the reconstruction of the Granada Park Swim Complex.

C. Two million four hundred eighty thousand dollars (\$2,480,000) to the City of Avalon for the restoration and improvement of the Avalon waterfront.

D. One million four hundred thousand dollars (\$1,400,000) to the City of Azusa for the development of Slauson Park Community Pool.

E. Four hundred thousand dollars (\$400,000) to the City of Bell for renovation of Veterans Memorial Park.

F. One million four hundred seventy thousand dollars (\$1,470,000) to the City of Burbank for the construction of a nature center in Stough Canyon.

G. Two hundred fifty thousand dollars (\$250,000) to the City of Calabasas for the construction of the Regional Youth Baseball Facility.

H. Two million fifty thousand dollars (\$2,050,000) to the City of Covina for the development of Wingate Park.

- I. One million three hundred thirty thousand dollars (\$1,330,000) to the City of Cudahy for the expansion of Lugo Park.
- J. One million four hundred seventy thousand dollars (\$1,470,000) to the City of Diamond Bar for the development of Pantera Park.
- K. One million eight hundred sixty thousand dollars (\$1,860,000) to the City of Downey for the construction of the Downey Community-Senior Center.
- L. Six hundred thousand dollars (\$600,000) to the City of Duarte for the development of the Duarte School Sports Facility.
- M. Eight hundred fifty thousand dollars (\$850,000) to the City of Gardena for the development and restoration of the Willows Wetlands Wildlife Preserve.
- N. Three million three hundred thirty thousand dollars (\$3,330,000) to the City of Glendale in accordance with the following schedule:
- i. One million eight hundred sixty thousand dollars (\$1,860,000) for the development of the Freeway Park Sports Complex.
 - ii. One million four hundred seventy thousand dollars (\$1,470,000) for development of Deukmejian Wilderness Park, including trails and public access, in the City of Glendale.
- O. Two million seventy thousand dollars (\$2,070,000) to the City of Glendora in accordance with the following schedule:
- i. Six hundred thousand dollars (\$600,000) for the construction of La Feta Senior Recreation Center.
 - ii. One million four hundred seventy thousand dollars (\$1,470,000) for the acquisition of critical wildlife habitat and natural lands.
- P. One million five hundred thousand dollars (\$1,500,000) to the City of Hawthorne in accordance with the following schedule:
- i. Five hundred thousand dollars (\$500,000) to rebuild the Hawthorne Youth Camp Lodge.
 - ii. One million dollars (\$1,000,000) for the development of the Eucalyptus Recreational Complex.
- Q. Three million nine hundred eighty thousand dollars (\$3,980,000) to the City of Hermosa Beach in accordance with the following schedule:
- i. Two million four hundred eighty thousand dollars (\$2,480,000) for the acquisition of the Hermosa Beach Valley Greenbelt.
 - ii. One million five hundred thousand dollars (\$1,500,000) for the restoration and rehabilitation of the Hermosa Beach pier and waterfront.
- R. Five hundred thousand dollars (\$500,000) to the City of La Habra Heights for the restoration and improvement of Hacienda Park.
- S. One million seven hundred fifty thousand dollars (\$1,750,000) to the City of Lakewood in accordance with the following schedule:
- i. Eight hundred fifty thousand dollars (\$850,000) for the renovation of McCormick Pool.
 - ii. Nine hundred thousand dollars (\$900,000) for development of Mayfair High School Sports Complex.
- T. One million eight hundred sixty thousand dollars (\$1,860,000) to the City of Lancaster for the acquisition of and development of public access to Prime Desert Woodland Preserve habitat.
- U. Nineteen million six hundred sixty thousand dollars (\$19,660,000) to the City of Long Beach in accordance with the following schedule:
- i. Eleven million four hundred sixty thousand dollars (\$11,460,000) for Westside Park Acquisition.
 - ii. Six million two hundred thousand dollars (\$6,200,000) for the development of El Dorado Regional Park.
 - iii. One million dollars (\$1,000,000) for the expansion and development of Martin Luther King, Jr. Park.
 - iv. One million dollars (\$1,000,000) for the development and rehabilitation of Belmont Pier.
- V. Ninety-seven million dollars (\$97,000,000) to the City of Los Angeles in accordance with the following schedule:

- i. Two million two hundred thousand dollars (\$2,200,000) for the development of Elysian Park.
 - ii. Seven million dollars (\$7,000,000) for the replacement of swim and recreation facilities at Exposition Park.
 - iii. Eighteen million dollars (\$18,000,000) for the development, improvement, restoration and rehabilitation of the Griffith Observatory in accordance with the Griffith Observatory Master Plan.
 - iv. Ten million dollars (\$10,000,000) for the development of a swim lake and related facilities at the Hansen Dam Recreation Area.
 - v. Two million seven hundred thousand dollars (\$2,700,000) for the development of the Harbor Walkway.
 - vi. Four million seven hundred thousand dollars (\$4,700,000) for the development, improvement and rehabilitation of Housing Authority recreation facilities.
 - vii. Four million seven hundred thousand dollars (\$4,700,000) for the restoration and improvement of Sepulveda Basin wildlife habitat areas and expansion of picnic and sports facilities, including the Hjelte Sports Complex. No less than one million eight hundred thousand dollars (\$1,800,000) shall be spent on restoration of the Sepulveda Basin Wildlife Area and the development of a native plant/wildlife area west of the existing wildlife area.
 - viii. Twelve million seven hundred thousand dollars (\$12,700,000) for the development, improvement, restoration and rehabilitation of Urban Impact Parks in accordance with the Urban Impact Park Plan.
 - ix. Ten million dollars (\$10,000,000) for the restoration and rehabilitation of Venice Beach facilities, walkways and trails, the Venice Pier, Ballona Lagoon and Venice Boulevard median improvements in accordance with the Venice Urban Waterfront Restoration Plan.
 - x. Twenty-five million dollars (\$25,000,000) for the development, improvement and rehabilitation of the Los Angeles Zoo. The funds shall be spent on the site of the Los Angeles Zoo and in accordance with the Los Angeles Zoo Master Plan as approved by the Los Angeles City Board of Recreation and Park Commission.
- W. One million five hundred fifty thousand dollars (\$1,550,000) to the City of Lynwood for renovations and additions to Dymally Park.
- X. One million dollars (\$1,000,000) to the City of Malibu for acquisition and development of trails, wetland restoration, and lagoon enhancement in the Malibu civic center area.
- Y. One million nine hundred seventy thousand dollars (\$1,970,000) to the City of Manhattan Beach in accordance with the following schedule:
- i. One million four hundred seventy thousand dollars (\$1,470,000) for the improvement of Parkway Park.
 - ii. Five hundred thousand dollars (\$500,000) for repairs to the Pier and improvements to the Oceanographic Teaching Station.
- Z. One million three hundred eighty thousand dollars (\$1,380,000) to the City of Monrovia for the development of Canyon Park.
- AA. One million four hundred seventy thousand dollars (\$1,470,000) to the City of Montebello for the construction of a sports complex/senior facility.
- BB. One million four hundred seventy thousand dollars (\$1,470,000) to the City of Palos Verdes Estates for the acquisition and improvement of land for coastal access, trails, and open space purposes.
- CC. Five million eight hundred ten thousand dollars (\$5,810,000) to the City of Pasadena in accordance with the following schedule:
- i. One million eight hundred sixty thousand dollars (\$1,860,000) for the development and restoration of Devil's Gate in accordance with the Devil's Gate Master Plan.
 - ii. One million four hundred seventy thousand dollars (\$1,470,000) for the development and restoration of Lower Arroyo Seco Park in accordance with the Lower Arroyo Seco Park Plan.
 - iii. Two million four hundred eighty thousand dollars (\$2,480,000) for the development of a senior center in the City of Pasadena.
- DD. Two million fifty thousand dollars (\$2,050,000) to the City of Pico Rivera for the development of an activity center/gymnasium.

EE. One million five hundred fifty thousand dollars (\$1,550,000) to the City of Pomona for renovations of Ganesha Park.

FF. Six million eight hundred twenty thousand dollars (\$6,820,000) to the City of Rancho Palos Verdes in accordance with the following schedule:

i. Two million four hundred eighty thousand dollars (\$2,480,000) for development of trails, athletic fields and courts, amphitheatre, interpretive center and senior facilities at Pt. Vicente Regional Park.

ii. Four million three hundred forty thousand dollars (\$4,340,000) for the acquisition of critical natural lands and wildlife habitat.

GG. Three million two hundred twenty thousand dollars (\$3,220,000) to the City of Redondo Beach for the reconstruction of Redondo Beach Pier; development of Moonstone Park; and/or renovation of Seaside Lagoon.

HH. One million four hundred seventy thousand dollars (\$1,470,000) to the City of Rolling Hills Estates for the acquisition of critical natural lands and wildlife habitat.

II. One million four hundred seventy thousand dollars (\$1,470,000) to the City of Rosemead for the development of a senior recreation facility on Garvey Avenue in the city.

JJ. One million one hundred thousand dollars (\$1,100,000) to the City of San Dimas for the improvement and development of Horsethief Canyon Park in accordance with the Horsethief Canyon Park Plan.

KK. One hundred thousand dollars (\$100,000) to the City of San Gabriel in accordance with the following schedule:

i. Thirty thousand dollars (\$30,000) for restoration of Smith Park Pool.

ii. Seventy thousand dollars (\$70,000) for the renovation of Jefferson Gymnasium.

LL. Two million four hundred eighty thousand dollars (\$2,480,000) to the City of Santa Clarita for the acquisition and development of the Santa Clara River Park in accordance with the Santa Clara River Water and Recreation Features Plan.

MM. Four million nine hundred sixty thousand dollars (\$4,960,000) to the City of Santa Monica in accordance with the following schedule:

i. One million eight hundred sixty thousand dollars (\$1,860,000) to the City of Santa Monica for the restoration and rehabilitation of Santa Monica Beaches.

ii. Three million one hundred thousand dollars (\$3,100,000) for improvements to Palisades Park.

NN. Three million one hundred thousand dollars (\$3,100,000) to the City of Sierra Madre for acquisition of natural lands in foothill areas.

OO. Nine hundred thousand dollars (\$900,000) to the City of South Gate for additions to the Senior Recreation Building.

PP. Three million three hundred sixty thousand dollars (\$3,360,000) to the City of Torrance in accordance with the following schedule:

i. One million five hundred thousand dollars (\$1,500,000) for the restoration and improvement of the Madrona Marsh in the City.

ii. One million eight hundred sixty thousand dollars (\$1,860,000) for the development of Charles H. Wilson Park.

QQ. Nine million three hundred thousand dollars (\$9,300,000) to the City of Whittier for acquisition of natural lands and development of related facilities in the Whittier Hills.

(c) Forty million dollars (\$40,000,000) to the Santa Monica Mountains Conservancy for the acquisition of park and open space land, development of related recreation facilities and grants pursuant to Division 23 of the Public Resources Code, including recreational facilities for senior citizens, according to the following schedule:

1. An amount not to exceed thirty-five percent (35%) of funds expended pursuant to this subdivision shall be spent within the City of Los Angeles, including expansion of Stony Point Park.

2. An amount not less than sixty-five percent (65%) of funds expended pursuant to this subdivision shall be spent outside the City of Los Angeles, including an amount not less than four million dollars (\$4,000,000) to be spent for acquisition and development in the Santa Clarita Woodlands, and not less than one million dollars (\$1,000,000) to be spent for restoration of wild trout habitat.

3. Not less than ten million dollars (\$10,000,000) shall be available for grants to Nonprofit Organizations pursuant to Section 33204.2 of the Public Resources Code.

4. Not less than three million dollars (\$3,000,000) shall be expended for acquisition of land and development of facilities for at-risk youth and gang prevention in conjunction with a community based Nonprofit Organization with a primary focus toward, and demonstrated experience in, programs for at-risk youth and gang prevention. These funds may be expended anywhere within the District in accordance with Section 33207.7 of the Public Resources Code, with priority given to the South Los Angeles, East Los Angeles, San Fernando Valley and San Gabriel Valley areas.

5. Funds provided to the Conservancy shall be held by the District and disbursed upon application by the Conservancy, to expended solely for projects approved by the Board of Supervisors, pursuant to such criteria as the Board of Supervisors may in its discretion adopt; provided, that the Board of Supervisors may disapprove a project in an incorporated city only upon a finding that the acquisition or improvement of a project will involve the acquisition of or access to a site identified or proposed for present or potential future sanitary landfill purposes by the County, or involve any other land or project which may directly or indirectly hinder or impact the ability of the County to use any site so identified for such purposes. All land acquired in whole or in part with funds allocated to the Conservancy hereunder shall be purchased from willing sellers, and in no event shall funds allocated to the Conservancy hereunder be used to pay or reimburse the purchase price of land acquired through the exercise of the power of eminent domain.

6. Not less than seven million dollars (\$7,000,000) shall be expended in the Whittier Hills; prior to the expenditure of such funds the Conservancy shall enter into a joint powers agreement with the City of Whittier in order to facilitate the preservation of park and open space lands.

(d) Seventeen million dollars (\$17,000,000) to the California Museum of Science and Industry for land acquisition and improvements within Exposition Park, including an amount not less than ten million dollars (\$10,000,000) for development and restoration of lands for park, recreational and open space use, and for walkways, tree-planting and landscape improvements, in accordance with the Exposition Park Master Plan.

Section 9. (a) All applicants for a grant disbursed pursuant to Section 8 of this order, other than the County, shall submit an application to the Department of Parks and Recreation for grant approval.

(b) The grant funds authorized pursuant to paragraph 1 of subdivision (b) of Section 8 of this order shall be allocated to cities which were incorporated on or prior to January 1, 1993 and to the unincorporated area of the District on the basis of their respective total number of parcels of land (all as of January 1, 1993). Such figures shall be determined by the Los Angeles County Assessor.

(c) Individual applications for grants pursuant to paragraph 1 of subdivision (b) of Section 8 shall be submitted to the Department of Parks and Recreation for approval as to conformity with the requirements of this order. The application shall be accompanied by factual findings from the governing body of the applicant city that the project (or projects) for which the grant is sought is an important park and recreation project (or projects). In order to utilize available grant funds as effectively as possible, adjoining jurisdictions shall be encouraged to combine projects and submit joint applications.

(d) The minimum amount that an applicant may request for any individual project is twenty thousand dollars (\$20,000). Any agency may allocate all or a portion of its per parcel share to a regional or state project or another neighboring city and all agencies shall be encouraged to form partnerships with school districts for park and recreation purposes.

(e) Funds made available for grants pursuant to paragraph 1 of subdivision (b) of Section 8 shall be encumbered by the recipient within three years of the date when such funds are first made available. Beginning with fiscal year 1996-97, any such grant funds that are not accepted by the recipient, or are not encumbered by the recipient within such three-year period, shall be available for award for one or more of the classes of expenditures specified in Section 8 that the Board of Supervisors deems in its sole discretion to be of the highest priority. Upon such award the original recipient of the funds shall have no further claim to the funds.

(f) Funds made available pursuant to paragraph 1 of subdivision (a) and paragraph (1) of subdivision (b) of Section 8 shall be prioritized for heavily-used parks and recreation facilities in areas under-served by such facilities. When funds are to be used for the acquisition of property, priority shall be given to acquiring land for park, recreation or natural lands purposes in densely populated, under-served areas with few parks or open space resources. Such acquisition shall be performed with due regard to its effect on the supply of affordable housing in a given area.

Section 10. (a) The funds authorized in subparagraphs A, B, C, D and E of paragraph 3 of subdivision (a) of Section 8 shall be available as grants on a competitive basis to Public Agencies and Nonprofit Organizations. These funds shall be encumbered by the recipient within three years of the date when such funds are first made available. The Department of Parks and Recreation shall allocate a share of such competitive funds for expenditure in the unincorporated area of the District using the same procedures specified in subdivision (b) of Section 9.

The Director of Parks and Recreation shall: prepare a timeline for these competitive grants; prepare criteria and procedures for evaluating competitive grants for each program; and notify affected Public Agencies and Nonprofit Organizations of these proposed criteria and procedures and of the dates of public workshops to be held throughout the District for the purpose of receiving public input on the proposed criteria and procedures. After at least one public workshop for each of the grant programs referenced in this subdivision (a), the Director of Parks and Recreation shall adopt final criteria and procedures for evaluating competitive grants for each program, and shall notify affected Public Agencies and Nonprofit Organizations as to the application timeline, criteria and procedures for evaluating competitive grants for each program.

(b) An individual jurisdiction may enter into an agreement with one or more Nonprofit Organizations for the purpose of carrying out a grant pursuant to this Section 10, subject to the requirements of Section 15 hereof.

(c) Priority shall be given to those proposals which provide for the employment of youth, and particularly at-risk youth, from the area in which the proposed project is located, or which include or are to be administered by a Nonprofit Organization with a demonstrated history of youth employment, gang prevention and intervention, and training programs for at-risk youth, including local community conservation corps and the California Conservation Corps.

Section 11. (a) Funds authorized pursuant to subparagraph A of paragraph 3 of subdivision (a) of Section 8 shall be available on a competitive basis as grants to Public Agencies and Nonprofit Organizations authorized to provide parks, recreation, or open-space services or facilities to the general public, or to acquire lands for these purposes. Such funds shall be used for the acquisition, development and improvement of real property for trails and public access. One million dollars (\$1,000,000) of these funds shall be spent within the Whittier Hills.

(b) Funds authorized pursuant to subparagraph B of paragraph 3 of subdivision (a) of Section 8 shall be available on a competitive basis as grants to Public Agencies and Nonprofit Organizations to develop senior centers and recreation facilities throughout the District.

(c) Funds authorized pursuant to subparagraph C of paragraph 3 of subdivision (a) of Section 8 shall be available on a competitive basis as grants to Public Agencies and Nonprofit Organizations to plant trees in public places for urban beautification projects.

(d) (1) Funds authorized pursuant to subparagraph D of paragraph 3 of subdivision (a) of Section 8 shall be available on a competitive basis as grants to Public Agencies and Nonprofit Organizations for the restoration, rehabilitation or acquisition of natural lands and the development of recreational resources along the Santa Clara, San Gabriel and Los Angeles Rivers or their tributaries. These funds shall be used only for the acquisition or restoration of natural habitat lands, wildlife enhancement, or development of compatible recreational resources.

(2) Any such restoration of natural habitat lands shall use only species native to California to the maximum extent feasible. No grant shall be awarded which substantially impairs any transportation project which is approved by the Los Angeles County Transportation Commission. The development of recreational resources or facilities pursuant to this paragraph shall not degrade the natural values present or being restored along

rivers or tributaries. These funds shall not be used to pay for mitigation which is required to be carried out by state or federal law, nor shall they be used for flood control projects.

(e) Funds authorized pursuant to subparagraph E of paragraph 3 of subdivision (a) of Section 8 shall be available on a competitive basis as grants to Public Agencies and Nonprofit Organizations for graffiti removal and prevention throughout the District.

(f) Funds authorized pursuant to subdivision (c) of Section 8 shall be disbursed by the Board of Supervisors at the beginning of each fiscal year upon request by the Conservancy made directly to the Board of Supervisors and specifying the projects and grants, or classes thereof, proposed to be undertaken. The Conservancy may at any time modify or supplement its request as situations warrant, and any such modification or supplement shall be considered in the same manner as the original request.

(g) Funds authorized pursuant to subparagraph KK of paragraph 2 of subdivision (a) of Section 8 shall be expended by the public agency holding title to Towsley Canyon Park.

(h) Because the Santa Monica Mountains Conservancy Zone and Rim of the Valley Trail Corridor include a high proportion of trails, rivers and streams within the District, and because trees must be planted to restore natural habitat lands throughout said area, one million dollars (\$1,000,000) from each of the categories of funding described in subparagraphs A, C and D of paragraph 3 of subdivision (a) of Section 8 shall be granted to the Santa Monica Mountains Conservancy, to be spent in accordance with subdivisions (a), (c) and (d), respectively, of this Section 11, and in accordance with Division 23 of the Public Resources Code.

Section 12. An application for a grant pursuant to subparagraphs A, B, C, D or E of paragraph 3 of subdivision (a) of Section 8 shall be submitted to the Director of Parks and Recreation for review and recommendation to the Board of Supervisors, in its capacity as governing body of the District. All funds granted pursuant to paragraph (3) and paragraph (4) of subdivision (a) of Section 8 shall be awarded by formal action of the Board of Supervisors.

Section 13. Funds authorized pursuant to paragraph 4 of subdivision (a) of Section 8 shall be available on a competitive basis as grants to Public Agencies and Nonprofit Organizations. Priority shall be given to those applications which meet one or more of the following criteria: (1) joint application by a Public Agency and a Nonprofit Organization whose primary focus is working with at-risk youth and gang members; (2) application by a Nonprofit Organization with a demonstrated history of gang intervention, gang prevention, ability to work with at-risk youth, and prior experience in such activities through grants from Public Agencies; and (3) include a Nonprofit Organization who agrees to and can demonstrate the ability to operate and maintain the facility to be constructed or developed on a long-term basis. An amount not to exceed three million dollars (\$3,000,000) shall be granted to the Santa Monica Mountains Conservancy from the funds authorized pursuant to paragraph 4 of subdivision (a) of Section 8 for the purposes of paragraph 4 of subdivision (c) of Section 8.

Section 14. (a) Funds authorized pursuant to paragraph 6 of subdivision (a) of Section 8 shall be available for grants to Public Agencies and shall be expended only for capital outlay projects which meet one or more of the following criteria: (1) protect public health in recreational waters; (2) preserve and enhance the ecological integrity of significant watersheds containing Significant Ecological Areas; (3) are Best Management Practices as defined in the Storm Water NPDES permit for the County and approved by the Executive Officer of the Los Angeles Regional Water Quality Control Board; and (4) reduce runoff into Santa Monica Bay where the runoff travels across lands that contribute large amounts of toxic pollutants to the storm drain system, or measurably reduce the toxicity of that runoff. Proposed projects shall be submitted to the Regional Water Quality Control Board for review and approval.

(b) The Board of Supervisors shall determine the administering agency for the funds authorized pursuant to paragraph 6 of subdivision (a) of Section 8. The administering agency shall prepare a timeline and proposed criteria and procedures for evaluating grants authorized pursuant to paragraph 6 of subdivision (a) of Section 8. The Regional Water Quality Control Board shall in a public process review and give final approval to the criteria and procedures for evaluating these grants.

Section 15. (a) Funds that are granted pursuant to Section 8 for the purposes of development, improvement, rehabilitation or restoration shall be expended for these purposes only on lands owned by the applicant

Public Agency or Nonprofit Organization or subject to a lease or other interest held by such Public Agency or Nonprofit Organization. If such lands are not owned by the applicant or subject to such other interest held by the applicant, the applicant shall first demonstrate to the satisfaction of the administering agency that the project will provide public benefits commensurate with the type and duration of the interest in land held by the applicant.

(b) Funds allocated pursuant to Section 8 that are used for landscaping, planting trees or any other planting projects shall use drip irrigation systems and shall use drought-resistant or xerophytic trees, plants, lawn or sod, except when such use can be shown to be unfeasible. When projects involve the rehabilitation of existing irrigation systems or the creation of new irrigation systems, reclaimed water should be used whenever possible and priority shall be given to development of reclaimed water irrigation systems.

Section 16. (a) No funds authorized under Section 8 may be disbursed to any recipient unless the recipient agrees:

(1) To maintain and operate in perpetuity the property acquired, developed, improved, rehabilitated or restored with the funds. With the approval of the granting agency, the recipient or its successors in interest in the property may transfer the responsibility to maintain and operate the property in accordance with this Section.

(2) To use the property only for the purposes of this order and to make no other use, sale, or disposition of the property, except as provided in subdivision (b) of this Section 16.

(3) Any beach, park or other public facility acquired, developed, rehabilitated or restored with funds from this act shall be open and accessible to the public without discrimination as to race, color, sex, sexual orientation, age, religious belief, national origin, marital status, physical or medical handicap, medical condition or place of residence, to the extent consistent with the provisions of subdivision (a) of Section 18.

(4) In order to maintain the exclusion from gross income for federal income tax purposes of the interest on any bonds, notes or other evidences of indebtedness issued for purposes of this order, each recipient of funds pursuant to this order covenants to comply with each applicable requirement of Section 103 and Sections 141 through 150 of the Internal Revenue Code of 1986, as amended. Each recipient of funds disbursed pursuant to Section 8 shall agree in writing to the conditions specified in paragraphs (1), (2), (3) and (4) of this Section 16 (a).

The conditions specified in paragraphs (1), (2), (3) and (4) of this section shall not prevent the transfer of property acquired, developed, improved, rehabilitated or restored with funds authorized pursuant to Section 8 of this order from the recipient to another Public Agency, to a Nonprofit Organization authorized to acquire, develop, improve or restore real property for park, wildlife, recreation, open space or gang prevention and intervention purposes, or to the National Park Service, provided that any such successor to the recipient assumes the obligations imposed by such conditions.

(b) If the use of the property acquired through grants pursuant to this order is changed to one other than a use permitted under the category from which the funds were provided, or the property is sold or otherwise disposed of, an amount equal to the (1) amount of the grant, (2) the fair market value of the real property, or (3) the proceeds from the portion of such property acquired, developed, improved, rehabilitated or restored with the grant, whichever is greater, shall be used by the recipient, subject to subdivision a of this Section, for a purpose authorized in that category or shall be reimbursed to the Parks Fund and be available for appropriation only for a use authorized in that category.

If the property sold or otherwise disposed of is less than the entire interest in the property originally acquired, developed, improved, rehabilitated or restored with the grant, an amount equal to the proceeds or the fair market value of the property interest sold or otherwise disposed of, whichever is greater, shall be used by the grantee, subject to subdivision (a) of this Section, for a purpose authorized in that category or shall be reimbursed to the Parks Fund and be available for appropriation only for a use authorized in that category. Nothing in this Section 16 shall limit a Public Agency from transferring property acquired pursuant to this order to the National Park Service or the State Park System, with or without consideration.

(c) Awards pursuant to Sections 8(a)(3) or 8(b)(1) hereof shall first be available during the County's 1993,94 fiscal year or the first fiscal year in which assessments are levied and collected by the District.

Section 17. (a) All real property acquired pursuant to this order shall be acquired in compliance with Chapter 16 (commencing with Section 7260) of Division 7 of Title 1 of the California Government Code. Public Agencies and Nonprofit Organizations receiving funds pursuant to Section 8 of this order shall certify compliance to the Department of Parks and Recreation. Funds disbursed to a Public Agency in accordance with Section 8 may be expended by that agency pursuant to an agreement, or by an entity, authorized or established pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code.

(b) For the purposes of this order, acquisition may include gifts, purchases, leases, easements, the exercise of eminent domain if expressly authorized, the transfer or exchange of property of like value, transfers of development rights or credits, and purchases of development rights and other interests.

(c) All grants, gifts, devises, or bequests to the District, conditional or unconditional, for park, conservation, recreational, wildlife habitat, natural lands or other purposes for which real property may be acquired or developed pursuant to this order, shall be made in the name of the County and accepted and received on behalf of the District in the name of the County by the Chief Administrative Officer. The grants, gifts, devises or bequests shall be available for expenditure for the purposes specified in Section 8 hereof.

Section 18. With respect to Section 8, if funds allocated pursuant to paragraph 2 of subdivision (a) and paragraph 2 of subdivision (b) are not expended or committed to expenditure prior to December 1, 1997, or prior to five years from the date that funds are available to cities and the County for expenditure, whichever is later, the agency to which the funds are originally allocated may submit by or before December 1, 1997 to the Board of Supervisors a plan for expenditure of the funds in accordance with the purposes of this order within the city or area of the District in which the funds were originally authorized to be expended, and the Board of Supervisors, in its capacity as governing body of the District, shall approve the plan by a majority vote. If the reallocated funds are not expended within three years after the effective date of such reallocation, the funds shall be allocated to the Department of Parks and Recreation for expenditure within the District consistent with the purposes of this order.

(a) Reasonable public access to lands acquired in fee with funds made available pursuant to this order shall be provided except where that access may interfere with resource protection. For purposes of this order, reasonable public access shall include parking and public restrooms.

(b) All funds allocated pursuant to this order for projects involving the rehabilitation or restoration of beach, park, recreation, open space or natural lands shall be used to the maximum extent practical to employ youth from the community in which the particular rehabilitation or restoration project is being carried out.

(c) To the maximum extent feasible, Public Agencies and Nonprofit Organizations shall be encouraged and have authority to use funds received pursuant to this order to provide funding through agreements with community conservation corps, the California Conservation Corps, and with other community organizations, particularly when youth can be employed to work on restoration or rehabilitation projects being carried out in their own communities. Such agreements shall be entered into solely for the accomplishment of the purposes set forth by this order.

Section 19. (a) Prior to recommending the acquisition of lands that are located on or near tidelands, submerged lands, swamp or overflowed lands, or other wetlands, whether or not those lands have been granted in trust to a local public agency, any agency receiving funds pursuant to this order shall submit to the State Lands Commission any proposal for the acquisition of those lands pursuant to this measure. The State Lands Commission may, at its discretion, within ninety (90) days of such a submission, review the proposed acquisition, make a determination as to the State's existing or potential interest in the lands, and report its findings to the entity making the submittal and to the Department of Parks and Recreation.

(b) No wetlands or riparian habitat acquired pursuant to Section 8 shall be used as a dredge spoil area or shall be subject to revetment which damages the quality of the habitat for which the property was acquired.

(c) No provision of this order shall be construed as authorizing the condemnation of publicly-owned lands.

Section 20. (a) The Board of Supervisors of the County of Los Angeles shall act, ex officio, as the governing body of the District. All powers and authority of the District shall be vested in the Board of Supervisors in its capacity as the governing body of the District.

(b) The Department of Parks and Recreation shall administer for the District all funds for the projects and programs described in Section 8, except for the funds described in paragraph 5 of subdivision (a) of Section 8 and subdivision (c) of Section 8, which funds shall be administered by the respective agencies to which the funds are allocated. Each administering agency shall prepare and/or review any documentation necessary for purposes of this order.

Section 21. (a) The District shall be financed by the levy of assessments pursuant to the Landscaping and Lighting Act of 1972 and Division 5 of the Public Resources Code. Proceeds of assessments generated by the District shall be used for: (i) costs of maintenance and servicing projects funded either with assessments or with proceeds of bonds, notes or other evidences of indebtedness issued by the District in accordance with this order; (ii) payment of actual administrative costs associated with carrying out the purposes of this order by the District and recipient Public Agencies; and (iii) either to directly pay the costs of projects authorized pursuant to this order or to pay debt service on bonds, notes or other evidences of indebtedness issued therefor.

(b) It is the intention of the Board of Supervisors to cause the District to issue bonds, notes or other evidences of indebtedness, to fund all or a portion of the costs of the projects listed in Section 8 of this order, pursuant to Division 5 of the Public Resources Code and the Landscaping and Lighting Act of 1972. Such bonds, notes or other evidences of indebtedness may be issued in one or more series at such times and in such principal amounts as the Board of Supervisors may determine in its sole discretion.

(c) The Board of Supervisors hereby establishes a special fund to be known as the "Regional Park and Open Space District Park Fund" into which all funds generated by the District shall be deposited. The Auditor-Controller of the County, on behalf of the District, may create any other funds, accounts or subaccounts necessary or desirable to account for the funds of the District, including the proceeds of assessments and bonds, notes or other evidences of indebtedness issued by the District.

(d) All revenue generated by the District, including the proceeds from the issuance of any bonds, notes or other evidences of indebtedness, shall be deposited in the Parks Fund and shall be allocated among all affected Public Agencies within the District as defined in Section 5506.9 of the California Public Resources Code, for expenditure consistent with the purposes of Division 5, Chapter 3, Article 3 of the Public Resources Code and of this order. The County shall be reimbursed from the Parks Fund for actual costs of administration of the District and the costs of issuance of bonds, notes or other evidences of indebtedness by the District, as provided in subdivision a of this Section 21.

(e) Pursuant to subdivision (e) of Section 5506.9 of the Public Resources Code, no proceeds from any bonds, notes or other evidences of indebtedness issued by the District shall be used for any operations, maintenance or servicing purposes, except that such proceeds may be used to pay all costs incidental to the preparation and issuance of the bonds.

(f) The amounts of all allocations designated in Section 8 are net amounts, and shall not be reduced for administrative costs of the District.

Section 22. Assessments levied pursuant to this order shall be levied for a period of twenty-two (22) years beginning with the fiscal year in which such assessments are first levied and collected by the District.

Section 23. (a) Pursuant to paragraph (7) of subdivision (c) of Section 5506.9 of the Public Resources Code, in each of the first twenty (20) years after the date an assessment is levied and collected, a minimum of eighty percent (80%) of all proceeds of assessments levied and collected by the District shall be used for capital outlay projects, including, but not limited to, acquisition and improvement of real property. For purposes of this order, capital outlay projects include the servicing of bonds, notes or other evidences of indebtedness issued by the District.

(b) On an annual basis, fifteen percent (15%) of all proceeds of assessments levied and collected by the District shall be set aside and designated as the maintenance and servicing amount, and shall be used only to maintain and service capital outlay projects funded pursuant to this order. The maintenance and servicing amount shall be allocated each year as follows. First, there shall be apportioned to the County an amount determined in the same manner specified in subdivision (b) of Section 9. Second, after the allocation required by the preceding sentence has been made, and notwithstanding any other provision of this order, there shall be allocated to the Santa Monica Mountains Conservancy or to any other agency nominated by it that manages properties acquired by the Conservancy pursuant to this order an amount equal to seven and two-tenths percent (7.2%) of the maintenance and servicing amount. Third, after the allocations required by the preceding two sentences have been made, the remainder of the maintenance and servicing amount shall be allocated among all incorporated cities in the District in the same manner specified in subdivision (b) of Section 9 hereof, except that one million seven hundred thousand dollars (\$1,700,000) shall be deducted from the amount allocated each year to the City of Los Angeles and such amount shall be used to pay debt service on bonds, notes or other evidences of indebtedness issued to fund the project described in Section 8.

(b) 2. V. x.

(c) Funds for maintenance and servicing as described in this section shall be allocated annually to each city within the District and to the County. Such allocations shall be made only to those entities which certify that: (i) such funds shall be used only to maintain and service projects funded pursuant to this order; and (ii) such funds shall be used to supplement existing levels of service and not to fund existing levels of service.

Section 24. Any revenue generated by the District greater than the amount needed to finance the capital outlay projects described in this order, or to repay bonds, notes or other evidences of indebtedness to fund these projects, or to provide funds in accordance with the provisions of subdivision (b) of Section 23 shall be made available for the District-wide grants in accordance with paragraphs (3) and (4) of subdivision (a) of Section 8. The Department of Parks and Recreation shall make every effort to distribute these funds equitably throughout the District.

Section 25. (a) The rate and method of apportionment for use in levying annual assessments for all categories of property shall be as set forth in the Engineer's Report.

(b) Individuals who qualify for the California Property Tax Postponement Program (Section 20581 et seq. of the California Revenue and Tax Code) may also qualify for postponement of assessments levied by the District pursuant to this order. The Treasurer and Tax Collector of the County shall notify those individuals who have qualified for the Property Tax Postponement Program of this provision.

Section 26. Subject to the approval of a majority of the voters voting on the proposition, the Board hereby orders an assessment district to be known as County of Los Angeles Landscaping and Lighting District No. 92-1 to be formed and the improvements described in this order to be carried out, and confirms the diagram and the rate and method of assessment as set forth in the Engineer's Report.

Section 27. All qualified voters of the County shall be permitted to vote in the election and in all particulars not recited in this order the election shall be held as nearly as practicable in conformity with the General Election Law of the State of California.

Section 28. In case any provision of this order shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 29. This order shall take effect immediately, and upon approval by the voters, all officers and employees of the District shall take all actions necessary and desirable to carry out the purposes of this order.

Attachment B

Grant Application Form and Resolution of the City of Whittier

For Whittier Hills Park

Grant No. 58L1-94-0034

The complete application is on file with the District and is hereby incorporated by reference.

...

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**GRANT APPLICATION FORM
SPECIFIED PROJECT GRANT PROGRAM**

This Form And Required Attachments Must Be Submitted For Each Project
(Please Type, Attach additional sheets if necessary)

Project Name: Whittier Hills Park	For District Use Only	
	Project Number: <u>5821-94-0034</u>	Program Manager: <u>Marie Gutierrez</u>
Project Applicant (Name of agency and mailing address): Thomas G. Mauk, City Manager City of Whittier 13230 E. Penn Street Whittier, CA 90602	Grant Amount Requested:	<u>\$9,300,000</u>
	Proposition Section(s):	<u>8.b.2.00</u>
	Total Project Cost:	<u>Estimated \$40-\$50 Million</u>
	Source(s) of other funds:	<u>Prop A</u>
		<u>'94 State Bond Initiative</u>
	Project Address:	<u>14000 Turnbull Canyon Rd</u>
	Nearest Cross Street:	<u>Beverly Blvd @ Turnbull Canyon</u>

Grant Applicant's Representative Authorized in Resolution:

<u>Thomas G. Mauk</u>	<u>City Manager</u>	<u>(310) 945-8204</u>
Name	Title	Phone (inc. area code)

Person with day-to-day responsibility for project (if different from authorized representative):

<u>Sal Failla</u>	<u>Dir. Community Svc</u>	<u>(310) 945-8210</u>
<u>Hideo G. Hamano</u>	<u>Director of Parks</u>	<u>(310) 945-8239</u>
Name	Title	Phone (inc. area code)

Brief Description of Project:

The proposed Whittier Hills Park Project is an estimated 4,000+ acres of hillside area lying north and northeast of the developed areas of the city and is contiguous to the existing Hellman Park (200 acres) and Murphy Ranch Park (48 acres) parksites within the City of Whittier. The proposed park would preserve portions of the last remaining chaparral, native oak woodlands and coastal sage scrub ecosystems within eastern Los Angeles County. Part of the acreage is designated Significant Ecological Areas by Los Angeles County. Numerous native plant and animal life are supported within this region.

For Development Projects Land Tenure:

Project is _____ acres:

____ Acres owned by Applicant (fee simple)

____ Acres available under a _____ year lease

____ Acres other interest (explain): _____

For Acquisition Projects

Project land will be 4,000 acres (approx)

☒ Acquired in fee simple by Applicant

☒ Acquired in other than fee simple (explain):

Dedications and gift/purchase potentials

I certify that the information contained in this project application form, including required attachments, is accurate and that I have read and understand the important information and assurances on the reverse side of this form:

 C. Mauk

Signature of Applicant's Authorized Representative as shown in resolution

7-14-93

Date

Important

The District must appropriate funds prior to Applicant incurring costs. All District requirements must be met and an agreement signed before any funds will be disbursed.

An audit may be performed before, or after, the District releases final payment.

An Application for grant funds consists of one copy of each of the following:

1. Application Form.
2. Authorizing Resolution from governing body (for agencies other than the County).
3. Project location map with enough detail to allow a person unfamiliar with the area to locate the Project.
4. Evidence of adequate land tenure (deed, lease, joint powers agreement, etc.).
5. Acquisition map showing exterior boundaries and parcel numbers.
6. Site plan (development projects).
7. Acquisition Schedule (acquisition projects).
8. Cost Estimate (development projects).
9. Indication of amount, type and source of funds above grant amount provided to Applicant.
10. Permit or comments from the following, if applicable:
 - State Lands Commission
 - Army Corps of Engineers
 - Coastal Commission
11. All leases, agreements, etc. affecting Project lands or the operation and maintenance thereof, including operating agreements with non-governmental agencies.

ASSURANCES

Applicant possesses legal authority to apply for the grant, and to finance, acquire, and construct the proposed Project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the Applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Applicant to act in connection with the application and to provide such additional information as may be required.

Applicant will maintain and operate the property acquired, developed, rehabilitated, or restored with the funds in perpetuity. With the approval of the District, Applicant, or its successors in interest in the property, may transfer the responsibility to maintain and operate the property in accordance with the Proposition.

Applicant will use the property only for the purposes of the Proposition and will make no other use, sale, or other disposition of the property except as authorized by specific act of the Board of Supervisors as governing body of the District.

Applicant will give the District's authorized representatives access to, and the right to examine, all records, books, papers, or documents related to the grant.

Applicant will cause work on the Project to be commenced within a reasonable time after receipt of notification from the District that funds have been approved and will prosecute the Project to completion with reasonable diligence.

Funds allocated to Applicant that are used for landscaping, planting trees or any other planting projects shall use drip irrigation systems and shall use drought-resistant or xerophytic trees, plants, lawn or sod, except where applicant can show, to the District's satisfaction, that such use is infeasible. When projects involve the rehabilitation of existing irrigation systems or the creation of new irrigation systems, reclaimed water should be used whenever possible and priority shall be given to development of reclaimed water irrigation systems.

In order to maintain the exclusion from gross income for federal income tax purposes of the interest on any bonds, notes or other evidences of indebtedness issued for purposes of this grant program, Applicant covenants to comply with each applicable requirements of Section 103 and Sections 141 through 150 of the Internal Revenue Code of 1986, as amended.

All grant funds allocated for projects involving the rehabilitation or restoration of beach, park, recreation, open space or natural lands shall be used, to the maximum extent practical, to employ youth from the community in which the particular rehabilitation or restoration Project is being carried out.

To the maximum extent feasible, Applicant is encouraged to enter into, and has authority to use funds received through this grant for, agreements with community conservation corps, the California Conservation Corps and other community organizations, particularly when youth can be employed to work on restoration or rehabilitation projects being carried out in their own communities. Such agreements shall be entered into solely for the accomplishment of the purposes set forth in this application.

Applicant will provide reasonable public access to lands acquired in fee with funds made available through this grant, except where that access may interfere with resource protection. Reasonable public access includes parking and public restrooms.

No wetlands or riparian habitat acquired pursuant to the Proposition shall be used as a dredge spoil area or shall be subject to revetment that damage the quality of the habitat for which the property was acquired.

Applicant will comply, where applicable, with provisions of the California Environmental Quality Act and the California Relocation Assistance Act, and all other federal, state and local laws, rules and regulations.

RESOLUTION NO. 6416

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHITTIER APPROVING THE APPLICATION FOR GRANT FUNDS FROM THE COUNTY OF LOS ANGELES REGIONAL PARK AND OPEN SPACE DISTRICT SPECIFIED PROJECT GRANT PROGRAM FOR THE WHITTIER HILLS PARK.

WHEREAS, the people of the County of Los Angeles on November 3, 1992, enacted Los Angeles County Proposition A, Safe Neighborhood Parks, Gangs Prevention, Tree-Planting, Senior and Youth Recreation, Beaches and Wildlife Protection (the Proposition), which provides funds to the County of Los Angeles and other public agencies in the County for the purposes of acquiring and/or developing facilities for public recreational facilities and open space; and

WHEREAS, the Proposition also created the County of Los Angeles Regional Park and Open Space District (the District) to administer said funds; and

WHEREAS, the District's procedures require the Applicant to certify, by resolution, the approval of the application(s) before submission of said application(s) to the District; and

WHEREAS, said application(s) contains assurances that the Applicant must comply with; and

WHEREAS, the Applicant will enter into an Agreement with the District to provide funds for acquisition or development of the Project(s);

THE CITY COUNCIL OF THE CITY OF WHITTIER DOES RESOLVE AS FOLLOWS:

SECTION 1. Approves the filing of an application with the County of Los Angeles Regional Park and Open Space District for funds under Section 8.b.2.QQ of Proposition A for the above Project(s); and

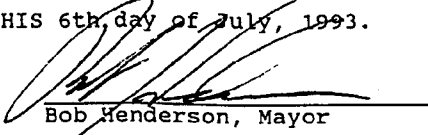
SECTION 2. Certifies that said Applicant understands the assurances and certifications in the application form; and

SECTION 3. Certifies that said Applicant has, or will have, sufficient funds to operate and maintain the Project(s) in perpetuity; and

SECTION 4. Appoints the Mayor and City Manager as agents of City of Whittier to conduct all negotiations, and to execute and submit all documents including, but not limited to, applications, agreements, amendments, payment requests and so forth, which may be necessary for the completion of the aforementioned Project(s); and

SECTION 5. The City Clerk shall certify to the passage and adoption hereof.

APPROVED AND ADOPTED THIS 6th day of July, 1993.


Bob Henderson, Mayor

ATTEST:


Gertrude L. Hill, City Clerk

CITY OF WHITTIER)
)
STATE OF CALIFORNIA) SS

I, Gertrude L. Hill, City Clerk in and for the City of Whittier, hereby certify that the above and foregoing is a true and correct copy of Resolution No. 6416, adopted by the City Council of the City of Whittier in regular session, Tuesday, the 7th day of July, 1993 and same was passed by the following vote:

AYES: A. P. Zolnekoff M. E. Sullens
 J. R. Henke R. L. Henderson
 H. M. Rahder

NOES: None

Absent: None

WITNESS my hand and the official seal of the City of Whittier this 7th day of July, 1993.

Gertrude L. Hill
GERTRUDE L. HILL, City Clerk